BRUHATH BENGALURU MAHANAGARA PALIKE
Deputy Conservator of Forest

Short term Tender for Commercial General Liability Insuranc

By Interested IRDA registered Insurance companies

- **Tender No: BBMP/2025-26/SE1587**

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Tender SCHEDULE

1.	Tender Reference No.	:	**BBMP/2025-26/SE1587**
2.	Date of Commencement of Download of Tender Document from Karnataka Public Procurement Portal website http://kppp.karnataka.gov.in	:	23/06/2025 onwards
3.	Last Date and Time for uploading Online Queries[1] in Karnataka Public Procurement Portal	:	25/06/2025 5:30 PM
4.	Date and Time of Pre-bid Meeting	:	25/06/2025 11:00 AM at the following venue: Office of the DCF Ground floor, annex 3, N R Square, Begaluru-560002
5.	Last Date and Time for uploading of Tender in Karnataka Public Procurement Portal	:	30/06/2025 5:00 PM
6.	Date and Time of Online Opening of Tender Applications[2]	:	01/07/2025 5:10 PM
7.	Place of Opening of Tender Applications	:	Online at Karnataka Public Procurement Portal
8.	Address for Communication	:	Deputy Conservator of Forest, Ground floor, annex 3, N R Square, Begaluru-560002, Email ID:, dcfbbmp12@gmail.com contact: 9480683047

Only Online Queries through Karnataka Public Procurement Portal will be accepted. Queries sent through letters, emails or any other mode will not be entertained.

In the event of the specified date of opening of RFP being declared a holiday for the Employer, the RFP will be opened on the next working day at the same time.

SECTION I – LETTER OF INVITATION

BRUHATH BENGALURU MAHANAGARA PALIKE

Office of Deputy Conservator of Forests, BBMP Head Office, Ground floor, Annex-3 building, N.R.Square, Bangalore-02.

Short Time Tender Notification

(Only Through Karnataka Public Procurement Portal)

Dear Service Providers,

1. BBMP DCF invites Proposals under Karnataka Public Procurement Portal (two cover system) for **PROVIDING Commercial General Liability Insurance BY INTERESTED IRDA REGISTERED INSURANCE COMPANIES,** for a period of 12 months extendable by another 12 months based on the satisfactory performance. More details on the Services are provided in the Terms of Reference.
2. The Tender is open to all **IRDA REGISTERED INSURANCE COMPANIES**, meeting the eligibly criteria.
3. The service providers will be selected under Least cost Selection (LCS)procedures described in this Tender.
4. The Tender includes the following

   Tender Sum Assured minimum Rs 10.00 Crores per annum

documents: 4.1. Section 1 - Letter of Invitation

4.2. Section 2 - Information to Service Provider

4.3. Section 3 - Technical Proposal - Standard Forms 4.4. Section 4 - Financial Proposal - Standard Forms 4.5. Section 5 - Terms of Reference

4.6. Section 6 - Standard Form of Contract.

5. The Financial Proposal of the Service Providers who are technically qualified/responsive will only be opened through Karnataka public procurement portal.

SECTION II – INFORMATION TO SERVICE PROVIDER (ITC)

1. Introduction

1.1. The BBMP DCF invites Proposals under eProcurement (two cover system) for **PROVIDING Commercial General Liability Insurance covering bodily Injury(including death, disability and medical expenses) to any citizen due to falling of tree / Branch under BBMP (Grater Bengaluru Authority) limits BY INTERESTED IRDA REGISTERED INSURANCE COMPANIES, for a period of 12 months extendable by another 12 months based on the satisfactory performance**. More details on the Services are provided in the Terms of Reference. The Tender is open to all service providers meeting the eligibility criteria. The service providers will be selected under Least Cost Selection (LCS) procedures described in this Tender.

1.2. The Service Provider must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, Service Provider are encouraged to pay a visit to the location before submitting a Proposal, and to attend a pre-proposal conference as per the Tender schedule. Attending the pre- proposal conference is optional.

1.3. Please note that the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and the Client is not bound to accept any of the Proposals submitted.

1.4. It is GOK's policy to require that Service Provider observe the highest standard of ethics during the execution of contracts. In pursuance of this policy, the GOK:

1.4.1. defines, for the purposes of this provision, the terms set forth below as follows:

1.4.1.1. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

1.4.1.2. "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practices among Service Provider (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive GOK of the benefits of free and open competition.

1.4.2. Will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

1.4.3. Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded GOK-financed contract if it at any time

determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and

1.4.4. Will have the right to require that, GOK to inspect Service Provider's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK.

1.5. Service Provider shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK in accordance with the above sub para.

1.6. Earnest Money deposit or Bid security

1.6.1. The Service Provider shall furnish Bid Security.

1.6.2. The Bid Security shall be paid in the Karnataka public Procurement Portal using any of the following payment modes:

a) Credit Card

b) Debit Card

c) National Electronic Funds Transfer (NEFT)

d) Over the Counter (OTC). The OTC payment facility shall be available at designated ICICI bank branches for making payments from the dates of notification of IFB.

1.6.3. Confirmation of the receipt of the Bid processing fee and Bid Security in Government of Karnataka central pool A/c held at ICICI Bank shall be verified. If an acceptable Bid Security is not received then the Karnataka public Procurement Portal will not allow the bidder to submit its bid.

1.6.4. The Bid Security of unsuccessful Bidders will be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security.

1.6.5. The Bid Security may be forfeited:

a) if a Bidder

i) withdraws its bid during the period of bid validity specified by the Bidder on the Technical Bid Submission Form and extension of bid validity thereof;

b) if the successful Bidder fails to:

i) sign the Contract;

ii) Furnish a Performance Security.

1.6.6. EMD is not Exempted for MSME/SSI as per govt order FD/295/exp/12/2019 Dt 26/3/2019.

2. Clarification and Amendment of Tender Documents

2.1. Clarifications on the Tender may be uploaded online in Karnataka public Procurement Portal as per the Tender Schedule. Only Online Queries through Karnataka public Procurement Portal will be accepted. Queries sent through letters, emails or any other mode will not be entertained.

2.2. At anytime before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a firm, modify the Tender documents by amendment. Any amendment shall be issued in writing as addendum/corrigendum. Addendum/corrigendum will be uploaded in the Karnataka public Procurement Portal only. The Client may at its discretion extend the deadline for the submission of Proposals.

3. Preparation of Proposal

3.1. Service Provider for preparation of proposal. are requested to submit a Proposal written in the English language.

Technical Proposal

3.2. In preparing the Technical Proposal, Service Provider are expected to examine the documents comprising this Tender in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3. While preparing the Technical Proposal, Service Provider must give particular attention to the following:

3.3.1. Deleted

3.3.2. Deleted.

3.3.3. Deleted.

3.3.4. Deleted.

3.4. The Technical Proposal should provide the following documents:

Sl.no	Name of the Documents
1.	IRDA (Insurance Regulatory and Development Authority) registration certificate.
2.	EMD 1,40,000/-
3.	GST registration certificate.
4.	Annual Turnover statement of 5 financial years, i.e., 2019-20, 2020-21,2021-22, 2022-23, 2023-24 Certified by Chartered Accountant as per format enclosed. (Annual turnover of Rs 20.00 /- Crores in any one of the 5 financial years.
5.	Affidavit as per format enclosed.
6.	Work Order or Invoice's on any similar insurance done in last 5 financial years. i.e., 2019-20, 2020-21,2021-22, 2022- 23, 2023-24.
7.	Details of the existing contracts.

8.	Satisfactory Performance Certificate / Letter on any similar insurance in any one of the 5 financial years. i.e., 2019-20, 2020- 21,2021-22, 2022-23, 2023-24
9.	Detailed proposed work plan and methodology on providing commercial General Liabilty for BBMP covering all citizens for any damage to person inclding medical expenses(hospital expenses) and property damage caused by falling of tree with Annual Sum Insured of Rs 10 Crores
10.	The Insurance Companies whose services have been terminated/foreclosed by any Corporation/firms during the last 5 years due to non-fulfilment of agreed obligations are not eligible to participate in the bid. The Insurance Companies should clearly specify and submit a self-declaration letter in writing separately stating that they do not fall under this category.
11.	liability arsing due to falling of tree or branches under BBMP (Grater Bengaluru Authority) only
12.	Medical Expenses extension also to be provided to cover hospitalization expenses up to Rs.25.00 lakhs per Person. Death coverage limit Rs.10.00 lakhs per person. Permanent Disability. Rs 5.00 lakhs per person.
13.	Technical Proposal Submission Form
14.	Details of Service Provider
15.	TERMS OF REFERENCE acceptance and signature on all the pages of TERMS OF REFERENCE

Note: Original/notarized documents to be submitted for verification if intimated.

3.5. The Technical Proposal shall not include any financial information.

Financial Proposal

3.6. The rate should be quoted considering all risk coverages to persons compensation in case of death or disability and hospital expenses if admitted with respect to the above risk

B. Risk coverage details:

Risk coverages for Commercial General Liability Insurance for BBMP

Particulars	Terms
people covered	**All citizens**
Risk	Damage to people only, due to falling of tree or Branches under BBMP

	(GBA) limits. (Property/Vehicles not includes)
coverage's	As per standard claim procedure
Extension	medical Expenses occurred and treated as Inpatient due to accident
Property Damage	No
Coverage's	Medical Expenses extension also to be provided to cover hospitalization expenses up to Rs.25.00 lakhs per person. Death coverage limit Rs.10.00 lakhs per person. Permanent Disability. Rs 5.00 lakhs per person.

3.7. The bidder should quote premium considering all risk inclusive of all taxes.

3.8. The rate should be quoted in Karnataka public procurement portal only.

3.9. The Proposals must remain valid for 90 days after the submission date, during this period; the Service provider is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the Service Provider who do not agree have the right not to extend the validity of their proposals.

4. Submission, Receipt, and Opening of Proposals

4.1. The proposal shall be uploaded online in the Karnataka public Procurement portal http://kppp.karnataka.gov.in. The bidder shall upload the proposals in the Karnataka public Procurement portal on or before the due date and time specified in the Tender Schedule.

4.2. The Technical Bids will be opened online in the Karnataka public Procurement portal on the date and time as specified in the Tender Schedule. The Financial Proposal shall remain encrypted in the Karnataka public Procurement portal.

5. Proposal Evaluation

General

5.1. From the time the proposals are opened to the time the contract is awarded, if any Service Provider wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Tender. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Service Provider's proposal.

5.2. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained.

Evaluation of Technical Proposals

5.3. The evaluation committee appointed by the Client evaluates the proposals. All the documents should be uploaded mandatorily; if any one of the documents is not uploaded then bid will be rejected.

Sl.no	Name of the Documents
1.	IRDA (Insurance Regulatory and Development Authority) registration certificate.
2.	EMD 1,40,000/-
3.	GST registration certificate.
4.	Annual Turnover statement of 5 financial years, i.e., 2019-20, 2020-21,2021-22, 2022-23, 2023-24 Certified by Chartered Accountant as per format enclosed. (Annual turnover of Rs 20.00 Crores in any one of the 5 financial years.
5.	Affidavit as per format enclosed.

6.	Work Order or Invoice's on any similar insurance in any one of the 5 financial years. i.e., 2019-20, 2020-21,2021-22, 2022- 23, 2023-24.
7.	Details of the existing contracts.
8.	Satisfactory Performance Certificate / Letter on any similar insurance for more in any one of the 5 financial years. i.e., 2019-20, 2020-21,2021-22, 2022-23, 2023-24
9.	Detailed proposed work plan and methodology on providing Comnmercial General Laibility
10.	The Insurance Companies whose services have been terminated/foreclosed by any Corporation/firms during the last 5 years due to non-fulfilment of agreed obligations are not eligible to participate in the bid. The Insurance Companies should clearly specify and submit a self-declaration letter in writing separately stating that they do not fall under this category.
11.	Annual Sum Insured minimum 10.00 Cr.
12.	Medical Expenses extension also to be provided to cover hospitalazation expenses up to Rs.25.00 lakhs per incident. Death coverage limit Rs.10.00 lakhs per person. Permanent Disability. Rs 5.00 lakhs per person.
13.	Technical Proposal Submission Form
14.	Details of Service Provider
15.	TERMS OF REFERENCE acceptance and signature on all the pages of TERMS OF REFERENCE

a) If bidder fails to upload any of these documents bid will be rejected.

b) If Bidder fails to upload the documents as per the evaluation criteria, then zero points will be allocated.

c) All documents to be uploaded in Karnataka public Procurement portal only and physical submission of documents at a later date or on verification day will not be entertained

Opening and Evaluation of proposals, Financial Proposals; Ranking

5.4. After the technical evaluation is completed, the Client will reject the bid or were considered non-responsive to the Tender and Terms of Reference, as rejected. The Client shall open those financial bids in the Karnataka public Procurement portal, who have qualified, in the technical evaluation.

5.5. The financial bids shall be opened online in the Karnataka public Procurement portal.

5.6. The Client will select the bidder who has quoted lowest rate.

5.7. If multiple bidders quote the same rate, then in the presence of all the qualified bidders, lottery method will be followed to finalize the L1 bidder, this will be final and binding.

5.8. The selected Service Provider will be invited for negotiations if required.

5.9. The client can at any time can cancel the tender without assign any reasons.

6. Negotiations

6.1. The Negotiations will beheld at the address indicated in the Tender schedule. The aim is to reach agreement on all points and sign a contract

6.2. Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), and any suggestions made by the firm to improve the Terms of Reference. The Client and Service Provider will then work out final Terms of Reference, and bar charts indicating activities, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the Service Provider can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

6.3. The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Service Provider will initial the agreed contract

7. Award of Contract

7.1. The contract will be awarded following negotiations. After negotiations are completed, the Client will notify other Service Provider on the shortlist that they were unsuccessful, in the Karnataka public procurement portal only and return the Financial Proposals /EMD if any of those Service Provider who did not pass the technical evaluation.

7.2. The Service Provider is expected to commence the Assignment from March 2025.

7.3. Within 21 days of the receipt of notification of award from the Client, the successful Bidder shall furnish the Performance Security (5% of Tender amount). The Purchaser shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders through Karnataka public procurement portal.

7.4. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security/EMD.

8. Confidentiality

8.1. Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Service Provider who submitted the proposals or to other persons not officially concerned with the process, until the winning Service Provider has been notified that it has been awarded the contract.

9. Purchaser's Right to Accept Any Tender and to Reject Any or All Tenders

9.1 The Purchaser reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or BIDDERS.

10. Purchaser's right to vary Quantities at Time of Award

10.1 The Purchaser reserves the right at the time of Contract award to increase or decrease by up to 25 % of the proposed number of insurance, without any change in unit price or other terms and conditions.

11. Bidders will be debarred as per the KTPP act.

12. Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority.

13. Period of Validity of Tenders

13.1 Tenders shall remain valid for 90 days after the deadline for submission of tenders prescribed by the Purchaser. A tender valid for a shorter period shall be rejected by the Purchaser as non-responsive.

13.2 In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The earnest money deposit provided shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

SECTION III – TECHNICAL PROPOSAL – STANDARD FORMS

1. Technical Proposal Submission Form

[To be submitted on company letter head]

Date: …./…./……

To,
Deputy Conservator of Forest
Bruhat Bengaluru Mahanagara palike
Bengaluru

Dear Sir/Madam,

Tender Ref. No.
……

Subject: Technical Proposal for ……

We, the undersigned, offer ----------, for the above in accordance with your Request for Proposal vide no. …… dated …./…./…… We are hereby submitting our Proposal which includes this Technical Proposal and a Financial Proposal.

If negotiations are held during the period of validity 90 days of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:	
Name:	
Title:	
Company Seal:	

2. Details of Service Provider'

Sl.	Particulars	Details				
1.	Company Name					
2.	Address of Registered Office					
3.	Contact Details	Landline				
		Mobile				
		Fax				
		Email				
4.	Director / CEO details	Name				
		Landline				
		Mobile				
		Fax				
		Email				
5.	Authorized Signatory for this Tender	Name				
		Landline				
		Mobile				
		Fax				
		Email				
		[Bidder should submit ***Power of Attorney*** authorizing to submit proposal and to represent the company for this Tender]				
6.	Branch Offices	Sl.	City	State	Address	Landline
		1.				
		2.				
7.	Total Number of Staff Employed on bid submission date	Sl.	Designation		No of Staff Employed	
		1.				
		2.				
			Total			

Authorized Signature:	
Name:	
Title:	
Company Seal:	

3. Description of the methodology and work plan for performing the assignment

Technical Approach, Methodology, and Organization of the Consultant's team.

{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TORs in here.}

Work Plan and Staffing.

{Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

Authorized Signature:	
Name:	
Title:	
Company Seal:	

4. Format of Annual Turnover Statement

[To be printed on letter head of Chartered Accountant.]

[Should be duly signed and certified by Chartered Accountant]

The Annual Turnover of M/s _____ during the past three years is given below.

Sl.	Financial Year	Turnover (in Crores)
1.	2019-20	
2.	2020-21	
3.	2021-22	
4.	2022-23	
5.	2023-24	

We certify that the above turnover statement is true and correct.

Signature of Chartered Accountant	
Seal of Chartered Accountant	
Registration Number	
Name of Chartered Accountant	
UDIN number	
Date	
Place	

5. Format of Affidavit

[To be submitted by bidder's authorized person on Stamp Paper of Rs. 100/-]

[The affidavit shall be notarized]

AFFIDAVIT

This affidavit is executed by M/s …… on day _____, Year _____, having its registered office at …… ……for the Request for Proposal of ----------vide reference no. ……dated …./…./……..

We / I hereby declare and undertake on oath as follows:

1. We / I that all the information, documents, testimonials, certificates, curriculum vitae, etc., submitted by us for the above-mentioned proposal are all correct and genuine.
2. We / I declare that the Purchase Order, Invoices, Certifications, proof of payment, Certificates, etc. submitted by us are correct and genuine.
3. We / I declare that our firm / company M/s. …… is not blacklisted or de-registered by any Government / Quasi Government / other organization.
4. We / I declare that we / I will not default in the submission of Tax Deducted at Source (TDS), Provident Fund, ESI, etc.
5. We / I declare that we / I will not violate any of the provisions of the Indian Labour Law.
6. We / I are aware that if one or more of the above declarations and undertakings are found to have been violated/breached, then We / I shall be blacklisted by BRUHATH BENGALURU MAHANAGARA PALIKE for the period of five years.

Identified by me:

Advocate

Deponent

Name:

Title:

Company:

Date:

Place:

6. Details of the existing contracts

	Name and Address of the organization, Name, Designation and Telephone / Fax No. of the officer concerned	Details regarding the contract	Value of Contract (Rs.)	Duration of Contract	
				From	**To**
				DD/MM/YY	DD/MM/YY
A					
B					
C					
	Additional information, if Any				

The above format may be used to provide requisite details.

Authorized Signature:	
Name:	
Title:	
Company Seal:	

SECTION IV – FINANCIAL PROPOSAL – STANDARD FORMS

1. Financial Proposal Submission Form

(Not Used)

(NOTE: The rates should be quoted in Karnataka public procurement portal only.)

SECTION V – TERMS OF REFERENCE (TOR)/SCOPE OF WORK

1. Background

This is Tender is published to appoint the Insurance company to provide Commercial General Lability Insurance **for Deputy Conservator of Forests, BBMP By Interested IRDA registered Insurance companies.**

2. Features, risk coverage and other details to be provided by the insurance companies

- Tender is invited from theIRDA registered Insurance companies for providing Commercial General Laibility Policy. Bidders willing to participate in this Tender shall necessarily register themselves in Karnataka public procurement portal and participate.

1. Scope of Insurance coverage:

Death, permanent disability, Bodily Injury caused by falling of Tree/Branches incuding compensation of death, disability

Covering Medical expenses occurred as In Patient admited in hospital due to injury caused by falling of tree/branches on any citizen
Sum Insured : Annual Sum Insured minimum Rs 10 Crores

Details of risk coverages required detailed below:

Policy duration: One year.

If the services are found satisfactory, policy is extendable for one more year at the same terms and conditions and premium rates at the discretion of BBMP.

Definitions:

1. "BBMP" means the Bruhat Bengaluru Mahanagara Palike
2. "Jurdication is only BBMP (GBA) limits

3. coverege for all citizen and if accident happens only under BBMP limits

Hospitalization -means treatment sought at any Hospital/ Nursing Home as Indoor patient for a minimum period of 24 Hours. Note: However the 24 Hour Limitation shall not apply to the Conditions/ ailments/ diseases specifically stated in the insurance policy.

- Insurance Regulatory and Development Authority approved insurance companies can participate in the tender.

- The Insurance Company should enclose the attested copy of Certificate of registration form Insurance Regulatory and Development Authority to operate general insurance business in India.
- The tender should be signed by a duly authorized representative of the Insurance Company.
- Rates quoted must be as per the guidelines of Insurance Regulatory and Development Authority.
- Insurance must be provided for a period of one year.
- The tenderer submitting tender application will be considered to have accepted all the terms & conditions and no counter terms & conditions will be accepted. Tenders received with conditions will be rejected.
- No enquires written or verbal will be entertained with regard to acceptance / rejection of tender. The tender committee reserves the right to accept / reject the tenders without assigning any reasons.
- In order to obtain competitive rates after opening of tenders, the tender committee or accepting authority may negotiate the rates & terms and conditions with the tenderers.
- BBMP reserves the right to modify, expand, restrict, scrap, refloat or cancel the Tender at any stage without assigning any reasons.
- BBMP also reserves the right to accept or reject any or all the tenders received without assigning any reasons.
- The rate/s quoted should be valid for 90 days from the date of Tender Opening.
- After finalization of tender, order will be placed with the successful bidder. If there is any undue delay in executing the Order within the stipulated time, or if the bidder fails to execute the contract, within the specific period, the BBMP may resort to cancellation of the said order and to place order with next lowest bidder. In such an eventuality, the defaulting firms / bidder will be required to make good any loss which the BBMP may incur besides forfeiture of the Earnest Money deposit.

Obligations of the Insurance Company:

Subject to the terms, conditions, exclusions and definitions contained herein or endorsed in the insurance policy or otherwise expressed hereon, the Insurance company shall undertake that if during the period of insurance stated in the Schedule or during the continuance of this policy by renewal,

————————————.

The Insurance Company shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy in accordance with generally accepted professional techniques and practices, and

shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Insurance Company shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to BBMP, and shall at all times support and safeguard BBMP's legitimate interests in any dealings with the third parties.

All transactions between the Insurance Company and third parties shall be carried out as between two principals without reference in any event to BBMP. The Insurance Company shall also undertake to make the third parties fully aware of the position aforesaid.

Miscellaneous:

Insurance premium will be paid by DCF, BBMP

Any minor changes in the modus of implementation of the contract after award can be agreed to mutually in writing.

Sub-letting: The Insurance Company or Agency shall not sublet, transfer or assign the contract or any part thereof to other party. In the event of the Insurance Company or Agency contravening this condition, BBMP shall be entitled to terminate the contract and get the work done through other party at the risk & cost of the Insurance Company or Agency.

Any changes in the terms of the document can only be made in writing and by mutual agreement.

Jurisdiction: All matters / disputes pertaining to this contract shall be subject to the jurisdiction of the courts in Bengaluru only.

3. Schedule for Completion of Tasks

The Service Provider should start the insurance within 30 days from the date of work order.

4. Data, Services and Facilities to Be Provided by the Client

Nil.

5. Final Outputs (i.e., Reports, Drawings, etc.) that will be required of the Service Provider

a. Action Plan
   - Inception report
   - Methodology
   - Timeframe and deliverables
   - Financial implication

b. Progress Reports

- Reporting achievement against targets with timeframes as committed in the approved Action Plan
- Reporting monitoring indicators for output and outcome in a phase wise manner
- Reporting problems, constraints and issues faced during the project implementation

- Progress report as per the action plan.

c. Final Report

- Compiled report on process documentation of overall project
- All the deliverables as specified in task outline
- Success Story/Case studies.

Note: the formats of the above specified reports shall be got approved before its submission

6. Composition of Review Committee to Monitor Service Providers Work

The firm work shall be periodically reviewed by the BBMP and Review Committee consisting following members;

1. Special Commissioner (FECCM)
2. Deputy Conservator of Forest.
3. Assistant Conservator of Forest. Sub Division-1 & 2
4. Range Forest Officers, Dy.RFO's, BBMP ALL Zones.
5. Alitus Tech Insurance Broking.

7. Procedure for Review of Progress Reports, Inception, Status, Final Draft and Final Reports

Inspection by the team deputed Special Commissioner (FECCM)

SECTION VI – CONTRACT OF SERVICE PROVIDER'S SERVICES

1. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the …… day of the month of ……, 2025, **BETWEEN** on the one hand, …… (Hereinafter called the "Client") **AND** on the other hand, …… (Hereinafter called the "Service Provider").

WHEREAS

A. the Client has requested the Service Provider to provide certain services as defined in the Tender document, GCC (General Conditions of Contract attached to this Contract (hereinafter called the "Services");

B. the Service Provider, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1) The following documents attached hereto shall be deemed to form an integral part of this Contract:
   a) The General Conditions of Contract (hereinafter called "GC");
   b) The Special Conditions of contract (hereinafter called "SC");
   c) Tender document
   d) Terms of reference.
   e) NOA.
2) The mutual rights and obligations of the Client and the Service Provider shall be as set forth in the Contract, in particular:
   a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
   b) the Client shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND BEHALF OF

BRUHATH BENGALURU MAHANAGARA PALIKE

By,

FOR AND BEHALF OF

[Name of Service Provider]

By [Authorized Signatory]

2. General Conditions of Contract

2.1. General Provisions

2.1.1. Definitions

1) Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

c) “Effective Date” means the date on which this Contract comes into force.

d) “Contract Price” means the price to be paid for the performance of the Services;

e) "GCC" means these General Conditions of Contract;

f) "Government" means the Government of Karnataka;

g) "Local currency" means Indian National Rupee;

h) "Party" means the Client or the Service Provider, as the case may be, and Parties means both of them;

i) "Personnel" means persons hired by the Service Provider or by any Sub-Service Provider as employees and assigned to the performance of the Services.

j) "SCC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

k) "Services" means the work to be performed by the Service Provider pursuant to this Contract as described in TOR; and

l) ‘Third party” means any person or entity other than the Government, the Client, the Service Provider.

2.1.2. Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

2.1.3. Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

2.1.4. Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail specified in this Tender.

2.1.5. Location

The Services shall be performed at such locations as are specified in the Tender.

2.1.6. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Service Provider may be taken or executed by the officials specified in the Tender.

2.1.7. Taxes and Duties

The Service Provider and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

It is the responsibility of the Service Provider to strictly abide by the Indian Labour Laws and Acts, including but not limited to payment of TDS, PF, ESI, Service Tax to the Government.

2.2. Commencement, Completion, Modification, and Termination of Contract

2.2.1. Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties.

2.2.2. Commencement of Services

The Service Provider shall begin carrying out the Services and complete the survey within 60 days after the date the Contract becomes effective.

2.2.3. Expiration of Contract

Unless terminated earlier pursuant to Clause 2.2.7, this Contract shall terminate at the end of 12 months, which will be extendable by another 12 months based on the satisfactory services.

2.2.4. Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties or as instructed by BBMP.

2.2.5. Force Majeure

1) Definition

a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2) No Breach of Contract

a) The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

3) Extension of Time

a) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

4) Payments

a) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.2.6. Suspension

The Client may by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Service Provider to remedy such failure within a period not exceeding thirty (30) days after receipt by the Service Provider of such notice of suspension.

2.2.7. Termination

1) By the Client

a) The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider,

to be given after the occurrence of any of the events specified in paragraphs (b) through (e) of this Clause 2.2.7 (1) and sixty (60) days in the case of the event referred to in (g):

b) if the Service Provider do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

c) if the Service Provider (or any of their members) become insolvent or bankrupt;

d) if, as the result of Force Majeure, the Service Provider are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

e) if the Service Provider, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

f) For the purpose of this clause:

i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among Service Provider (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

g) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

h) Service Provider and their staff if fails to strictly adhere to the Information Technology Act 2000 and its subsequent amendments at all times

2) By the Service Provider

a) The Service Provider may terminate this Contract, by not less than ninety (90) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (i) through (iii) of this Clause 2.2.7 (2):

i) if the Client fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue;

ii) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Service Provider may have subsequently approved in writing) following the receipt by the Client of the Service Provider' notice specifying such breach;

iii) if, as the result of Force Majeure, the Service Provider are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

3) Cessation of Rights and Obligations

a) Upon termination of this Contract pursuant to Clause GCC 2.2.7, or upon expiration of this Contract pursuant to Clause GCC 2.2.3, all rights and obligations of the Parties hereunder shall cease, except:

i) such rights and obligations as may have accrued on the date of termination or expiration;

ii) the obligation of confidentiality set forth in Clause GCC 2.3.3 hereof;

iii) any right which a Party may have under the Applicable Law.

4) Cessation of Services

a) Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 2.2.7 (1) or GCC 2.2.7 (2) hereof, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Service Provider and equipment and materials furnished by the Client, the Service Provider shall proceed as provided, respectively, by Clauses GCC 2.3.7 and GCC 2.3.8.

5) Payment upon Termination

a) Upon termination of this Contract pursuant to Clauses 2.2.7 (1) or 2.2.7 (2), the Client shall make the following payments to the Service Provider:

i) Payment for Services satisfactorily performed prior to the effective date of termination;

ii) except in the case of termination pursuant to paragraphs (b) and (c) of Clause 2.2.7 (1), reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

2.3. Obligations of the Service Provider

2.3.1. General

The Service Provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Service Provider or third parties.

2.3.2. Conflict of Interest

a)

2) Procurement Rules of Funding Agencies

a) Deleted.

3) Service Provider and Affiliates Not to engage in certain Activities

a) The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and their affiliates, be disqualified from providing services for any project resulting from or closely related to the Services.

4) Prohibition of Conflicting Activities

a) Neither the Service Provider nor their Sub-Service Provider nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

i) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

ii) after the termination of this Contract, such other activities as may be specified in this Tender.

2.3.3. Confidentiality

The Service Provider, their Sub-Service Provider, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

2.3.4. Insurance to Be Taken Out by the Service Provider

It shall be the responsibility of the Service Provider to obtain necessary and required insurance(s) to all their staff posted at the Clients locations.

2.3.5. Service Provider' Actions Requiring Client's Prior Approval

1) The Service Provider shall obtain the Client's prior approval in writing before taking any of the following actions:

   a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Service Provider and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Service Provider shall remain fully liable for the performance of the Services by the Sub-Service Provider and its Personnel pursuant to this Contract;

2.3.6. Reporting Obligations

The Service Provider shall submit to the Client the reports and documents specified in Terms of the reference.

2.3.7. Documents Prepared by the Service Provider to be the Property of the Client

The Service provider shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client. All Intellectual Property Rights (IPR) of the data, information, etc. created, generated, written, prepared, etc. shall be the sole property of the Client.

2.3.8. Equipment and Materials Furnished by the Client

Equipment, and other materials made available to the service provider by the Client or purchased by the service provider with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the service provider shall make available to the Client an inventory of such equipment and materials. While in possession of such equipment, and other materials, the Service provider, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value. The service provider should

maintain all the equipment and other materials handed over during the agreement in his own expense.

2.4. Service Provider' Personnel

2.4.1. Description of Personnel

deleted

2.4.2. Removal and/or Replacement of Personnel

1) Deleted.

2.5. Obligations of the Client

2.5.1. Assistance and Exemptions

a) Unless otherwise specified, the Client shall use its best efforts to ensure that the appropriate for the prompt and effective implementation of the Services;

2.5.2. Services and Facilities

Services as per TOR.

2.6. Payments to the Service Provider

2.6.1. Lump Sum Remuneration

Insurance premium will be paid by BBMP

2.6.2. Contract Price

The Contract price will be Rate per quoted by the L1 bidder.

2.6.3. Payment for Additional Services

Nil.

2.6.4. Terms and Conditions of Payment

- The Insurance premium will be paid by BBMP I
- Penalty of 0.5% per week to a maximum of 10% of contract value including tax if services are not provided during the contract period

2.6.5. Interest on Delayed Payments

Nil.

2.7. Settlement of Disputes

2.7.1. Amicable Settlement

Save where expressly stated to the contrary in this agreement, any dispute, difference or controversy of whatever nature between the

parties, how so ever arising under, out of or in relation to this agreement, shall in the first instance be attempted to be resolved amicably by meetings between the parties.

2.7.2. Place of Jurisdiction

All the matter pertaining to court will be at Bangalore Jurisdiction only.

2.7.3. Arbitrations: Clause deleted

2.8. Performance Security

a) Within 21 days of Notification of Award, the successful bidder shall furnish Performance Security to the Purchaser shall be for the 5% of the total estimated amount, valid upto 60 days after the date of completion of performance obligations under this contract.

b) The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:

(a) A Bank guarantee or irrevocable Letter of Credit, issued by a Nationalized/Scheduled bank in the form provided in the tender documents or another form acceptable to the Purchaser; or

(b) A cashier's check or Banker's certified check, or crossed demand draft or pay order drawn in favour of the Purchaser.; or

c) Discharge of the performance Security shall take place not later than 90 days following the date of completion of the Service Provider's performance obligations under the contract.

d) In the event of any contractual amendment, the Service Provider shall, within 20 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations.

2.9. Risk Clause

The Insurance companies shall at all times have standby arrangements for carrying out the work under the Contract in case of failure of the existing arrangement. BBMP reserve the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other selected tenderers at the cost, risk and responsibilities of Insurance companies and excess expenditure incurred on account of this will be recovered by BBMP from the Insurance companies Security Deposit or by raising a separate claim.

a) All necessary reports and other information will be handed over to BBMP on a mutually agreed basis and regular meetings will be held with the BBMP

b) The service provider or its representative/s shall meet BBMP representative/s regularly to take feedback regarding the services. The service provider will also maintain a suggestion book for comments on the services rendered by it.

c) The service provider shall not assign or sublet this Agreement or any part thereof to any third party without the approval of BBMP

d) Licenses if any required for services at the site will be procured by the service provider.

e) Any loss caused to the life and property due to negligence or dereliction of duty of the engaged service provider is to be indemnified by the service provider upto the entire satisfaction of the concerned office.

f) The service provider should have insurance facility of the 110% of contract value including tax.

Checklist for Documents to be submitted

Sl.	Checklist of Documents	
1.	IRDA (Insurance Regulatory and Development Authority) registration certificate.	
2.	EMD 1,40,000/-	
3.	GST registration certificate.	
4.	Annual Turnover statement of 5 financial years, i.e., 2019-20, 2020-21,2021-22, 2022-23, 2023-24 Certified by Chartered Accountant as per format enclosed. (Annual turnover of Rs 20.00 Crores in any one of the 5 financial years.	
5.	Affidavit as per format enclosed.	
6.	Work Order or Invoice's on any similar insurance in any one of the 5 financial years. i.e., 2019-20, 2020- 21,2021-22, 2022-23, 2023-24.	
7.	Details of the existing contracts.	
8.	Satisfactory Performance Certificate / Letter on any similar in any one of the 5 financial years. i.e., 2019-20, 2020-21,2021-22, 2022-23, 2023-24	
9.	Detailed proposed work plan and methodology on providing Commercial General Liability Policy	
10.	The Insurance Companies whose services have been terminated/foreclosed by any Corporation/firms during the last 5 years due to non-fulfilment of agreed obligations are not eligible to participate in the bid. The Insurance Companies should clearly specify and submit a self-declaration letter in writing separately stating that they do not fall under this category.	
11.	All risk to be covered	
12.	Death, Permanent disability, Bodily Injury, Medical extension both to be covered Detailed coverages	
13.	Technical Proposal Submission Form	
14.	Details of Service Provider	
15.	TERMS OF REFERENCE acceptance and signature on all the pages of TERMS OF REFERENCE	
16.	Any other documents as per Tender document.	